

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE**

**SACRAMENTO
METROPOLITAN FIRE DISTRICT**

AND

**THE
SACRAMENTO AREA FIRE FIGHTERS
LOCAL 522, I.A.F.F. (AFL-CIO)**

**TERM OF AGREEMENT
January 1, 2004 through December 31, 2006**

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CHAPTER I ADMINISTRATION MATTERS

ARTICLE 1: PREAMBLE AND RECOGNITION

- A. This Memorandum of Understanding is entered into by and between the Sacramento Metropolitan Fire District, hereinafter referred to as the "District," and the Sacramento Area Fire Fighters, Local 522, AFL/CIO, hereinafter referred to as the "Union." It is the purpose of this agreement to achieve and maintain harmonious relations between the District and the Union in accordance with the provisions of the California Government Code Section 3500 et. seq. and the District's resolution pertaining to employer-employee relations.
- B. This Memorandum of Understanding shall not be binding on either party until accepted on behalf of the District by motion or resolution of the Board of Directors and signed by the District's Representative and on behalf of Local 522 by majority vote of the members of the Bargaining Unit, as evidenced by the signature of the Unit Representative on the agreement, and by majority vote of the Executive Board of Local 522, as evidenced by the signature of the Union's President on this agreement.
- C. The agreements contained herein shall pertain only to those employees whose job classifications are included in the Bargaining Unit for which Local 522 had been formally recognized as exclusive representative.
- D. It being the intent of the parties that this Memorandum of Understanding set forth all agreements and understandings between the District and the Union pertaining to matters within the scope of representation, all prior agreements and understandings whether formal or informal, written or unwritten, shall be binding upon the parties only to the extent specifically provided for in this Memorandum of Understanding.
- E. The District hereby recognizes the Union as the exclusive bargaining unit for those employees occupying the classification titles listed in the schedule of wages contained herein. Excluded from representation by the Union shall be members of any other bargaining units exclusively recognized by the District and non-safety, part-time, temporary, resident, volunteer, management, and confidential employees of the District. The District agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to represented employees as authorized by law.
- F. The parties to this Memorandum of Understanding agree that neither shall discriminate against any person in the administration of this agreement on account of race, religious creed, color, national origin, ancestry, medical condition, physical and/or mental disabilities, marital status, sex, age or sexual orientation.

ARTICLE 2: UNION SECURITY

- A. It is recognized that all employees in the bargaining unit may or may not join the Union, at the individual's discretion and that no such employee shall be required to become a member of the Union as a condition of their employment or continued employment by the District.

- B. It is further recognized that the Union, as the recognized bargaining representative, provides through the representation process for the improvement of wages, hours and other terms and conditions of employment for all bargaining unit employees, whether Union members or not. Therefore, all assigned to the bargaining unit, shall as a condition of continued employment, within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire, whichever is later, either be a member of the Union and pay Union dues or pay an agency fee to the Union; or if prohibited by religious or conscientious objections as described in the provision of 3502.5 of the Government Code contribute to a charitable organization agreed to by the parties under the provisions of 3502.5 of the Government Code, in an amount equal to ninety-five (95) percent of the uniform Union dues, assessed uniformly against all Union Members. Such dues or fees shall be payroll deducted.

- C. The Union shall promptly refund to the District any amounts paid to the Union in error under this Section. The Union expressly agrees to indemnify and hold the District harmless from any and all claims, demands, costs (including any costs incurred by the District in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the District in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the District based upon or related to this Section. Further, in the event that the District undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the District in defense of a lawsuit.

ARTICLE 3: UNION BUSINESS LEAVE

- A. Subject to approval by the Fire Chief or his designees, the Union representative and/or designee shall be granted reasonable paid release time to conduct Union business directly related to the District's employer/employee relations.
- B. During a scheduled meet and confer session, a reasonable number of members of the employee's negotiating committee may be granted release time from a regularly schedule twenty-four (24) hour shift and up to two (2) employees from day shift, without loss of compensation or other benefits for a reasonable period before and after any scheduled meet and confer session for the purpose of a caucus. Such release time shall include reasonable travel time to and from the employee's duty location and the scheduled meeting location.
- C. The Fire Chief does reserve the right to temporarily postpone or even cancel the session if conditions or circumstances are of a nature that adequate staffing of the District's emergency services would be adversely curtailed by the release of the affected personnel.
- D. The Union Officers and Unit Representatives and/or designee shall be granted leave from duty for Union business, such as attending labor conventions and education conferences, provided that such leave does not reasonably interfere with or disrupt the workings of the District.
- E. The District will provide a total of 2000 hours per year for Union Leave for the purpose identified in item D of this Section.
- F. There shall be no accrual of unused hours from year to year.
- G. The union may request purchase of additional hours at the appropriate rate of compensation for an employee of like rank. Additionally the unit may make donations of either Holiday or Vacation leaves to the union leave account.
- H. For purposes of union donated time from employees' leave banks, there shall be a separate accrual account which will accrue from one year to the next.

ARTICLE 4: EMPLOYEE RIGHTS

Notwithstanding the provisions of this agreement, employees shall retain all rights provided for in Government Code section 3500 and the District's prevailing Employer-Employee Relations Resolution.

ARTICLE 5: DISTRICT RIGHTS

The District retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment. Those rights include, but are not limited to, the following:

- A. To determine the merits, necessity, nature, extent or organization of any service or activity conducted, as well as the right to determine and implement its public functions and responsibilities.
- B. To direct employees of the District.
- C. To hire, promote, transfer and assign qualified employees in positions within the District.
- D. To reprimand, demote, suspend or discharge employees for proper cause.
- E. To determine the District's budget and number of employees and the methods and technology of performing its work.
- F. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- G. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities. It is not the intent to contract out any services currently provided by District employees.
- H. To make known to the Union and its members other reasonable rules and regulations the District may judge appropriate, prior to enforcing said rules and regulations the District will fulfill the requirements set forth under the MMBA.
- I. To establish and maintain performance programs and standards.

ARTICLE 6: POLICIES AND PROCEDURES

- A. The District Policies and Procedures shall become part of this Agreement. When any changes are proposed by the District or the Union, provided those changes affect wages, hours, or conditions of employment, the Union and the District shall meet and confer on those changes.

- B. Access to copies of the Policies and Procedures shall be made available to each employee, at his/her regular worksite. Additionally, a copy will be provided to the Local via Local 522 email at borglund@pacbell.net.

ARTICLE 7: SEPARABILITY AND ECONOMIC REOPENING

- A. If any article or provision of this agreement or any portion thereof or the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of a competent jurisdiction, the remainder of this agreement or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.

- B. If at any time, during the term of this Memorandum of Understanding through causes beyond the control of the District by reason of government, court action, or other legitimate reason beyond the control of the District, and the District is able to show proof of the “inability to pay,” the District reserves the right to reopen the Memorandum of Understanding and to meet and confer on economic terms of this Understanding. Should the parties be unable to agree within thirty (30) days from the date of their first meeting on the subject, the parties will enact District’s Employer-Employee Relations Resolution.

ARTICLE 8: TERMS OF AGREEMENT AND MODIFICATIONS

- A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2004 and shall remain in full force and effect through December 31, 2006.

or

1. Until earlier amended, modified, or superseded by a properly executed and accepted Memorandum of Understanding between the parties;

or

2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.

or

3. In the event of an emergency, by notice from the Fire Chief or the District's Employee Relations Officer, subject to the right of the Union to subsequently meet and confer on the District's emergency actions;

or

4. In the event the Board of Directors approves any plan which calls for consolidation or reorganization with one or more other fire districts, only those articles of this Agreement impacted by the proposed consolidation or reorganization are subject to the meet and confer process upon written notice from the Union or from the District.

- B. During the life of this agreement any matter relating to the scope of representation pertaining to represented employees as authorized by law that is addressed in this agreement, may be negotiated by the parties BY MUTUAL AGREEMENT. If such negotiations conclude in an agreement ratified by the parties, the agreement will be added to this agreement for its duration. If such negotiations do not result in an agreement, this issue will remain unchanged.

CHAPTER II COMPENSATION

ARTICLE 9: WAGES

Represented personnel in the classifications of Firefighter, Engineer, Captain, Apprentice Inspector, Inspector II, Supervising Inspector, Investigator I, Investigator II, Supervising Investigator, and Hazardous Materials Inspector shall receive an annual salary adjustment of five percent (5%), effective January 1, 2004, and on January 1 of the subsequent years of this Agreement. Represented personnel in the classifications of Public Education Technician, Mapping Technician, Shop Assistant, Equipment Service Technician, Mechanic, Master Mechanic, and Emergency Med Services Coordinator shall receive an annual salary adjustment of six percent (6%) effective January 1, 2004, and on January 1 of the subsequent years of this Agreement.

- A. Represented personnel shall be compensated at the following monthly wage rates, or base hourly equivalent in accordance with the provisions of this Agreement and Fair Labor Standards Act, as amended.

Effective January 1, 2004

	Step 1	Step 2	Step 3	Step 4	Step 5
Recruit Firefighter					3673
Firefighter	4040	4242	4454	4677	4911
Fire Engineer	4472	4696	4931	5177	5436
Fire Captain	5010	5261	5524	5800	6090
Fire Inspector I (Apprentice)	3303	3468	3641	3823	4014
Fire Inspector II	4472	4696	4931	5177	5436
Fire Supervising Inspector	5010	5261	5524	5800	6090
Fire Investigator I	3303	3468	3641	3823	4014
Fire Investigator II	4472	4696	4931	5177	5436
Fire Supervising Investigator	5010	5261	5524	5800	6090
Hazardous Materials Inspector	5010	5261	5524	5800	6090
Public Education Technician	3230	3392	3562	3740	3927
Mapping Technician	3604	3784	3973	4172	4381
Shop Assistant	2486	2610	2741	2878	3022
Equipment Service Technician	3615	3796	3986	4185	4394
Mechanic	4497	4722	4958	5206	5466
Master Mechanic	5010	5261	5524	5800	6090
Emergency Med Serv Coordinator	5054	5307	5572	5851	6144

- B. Salaries established by applying the percentage of increase to Step 5 in each scale, except Recruit Fire Fighter, and dividing Step 5 by 1.05% to establish Step 4 rate and this method followed for each subsequent Step. The Recruit Firefighter rate is established at 10% below the Firefighter Step 1 salary. Step progressions will be annually.

- C. Upon promotion, personnel shall receive minimum five percent (5%) salary increase. If employee is promoted within sixty (60) days prior to the employee's anniversary date, the employee will be advanced to the next step, if appropriate, within current salary range, then be promoted to the next rank. All step progressions for promotional positions will be annually from date of promotion.
- D. Promotion from one job classification to another shall be contingent upon the existence of a vacancy, satisfactory demonstration of qualifications in a manner to be specified by the District and appointment by the Fire Chief. Persons promoted to a higher paying job classification shall start at the salary step of the new salary range which provides a minimum of five percent (5%) more than their previous base pay.

ARTICLE 10: INCENTIVES AND ALLOWANCES

- A. Employees who possess an approved State Fire Marshal Certification in Certificate Programs eighty (80) hours or less shall receive an additional one-half of one percent (.5%) of base pay and from all other Certificate Programs one percent (1%) of base pay.
- B. Fleet Maintenance employees who complete the requisite course work to be certified as a California Fire Mechanics Association Fire Mechanic shall receive an additional one percent (1%) base pay.
- C. In addition, Fleet Maintenance employees who complete the requisite course work to be certified as a California Fire Mechanics Association Fire Mechanic II shall receive an additional one percent (1%) of base pay.
- D. Also, Fleet Maintenance employees who complete the requisite course work to be certified as a California Fire Mechanics Association Fire Mechanic III shall receive an additional one percent (1%) of base pay.
- E. Fleet Maintenance employees who complete ASE certificates, other than those required to obtain the California Fire Mechanics Association Fire Mechanic I, II and III shall receive one-half percent (.5%) of base pay.
- F. A commensurate certificate from the Emergency Vehicle Technician (EVT) program shall apply to Fire Mechanic I through III.
- G. All above certificates and degrees combined shall not exceed five and one-half percent (5.5%) of base pay.
- H. Employees who possess a certificate in Fire Science from a Community College shall receive an additional two and one half percent (2.5%) of base pay.
- I. Employees who possess an Associate Degree shall receive an additional three percent (3%) of base pay.
- J. Employees who possess an Associate Degree in Fire Science, or a Certificate commensurate with the knowledge and abilities of the job position held and any other Associate Degree, shall receive an additional five and one-half percent (5.5%) of base pay.
- K. Employees who possess a Bachelor of Arts Degree, Bachelor of Science Degree or Bachelor of Vocation Degree from an accredited college or university shall receive seven percent (7%) of base pay.
- L. The maximum amount an employee may receive in educational incentives is seven percent (7%) of base pay.

Note: The District has agreed to provide an additional enhanced education incentives; however, the exact distribution of percentages is still under review by the negotiating team and the Training Division. The agreed upon enhanced benefit will take effect on

January 1, 2006 and shall not exceed \$105,500.

M. Employees assigned to the following special duty or who possess the following certifications shall have their base compensation supplemented by the amount shown:

N. Employees who possess a current EMT-1 certificate shall have their base compensation supplemented by One Hundred twenty-five Dollars (\$125.00) per month.

*Beginning January 1, 2005, the EMT-1 incentive of \$125.00 will convert to a percentage of the employee's base pay. All employees who possess a current EMT-1 card will receive an additional five percent (5%) of base pay.

O. Suppression employees who possess a current EMT-Paramedic certificate shall have their base compensation supplemented by Five Hundred Dollars (\$500.00) per month.

P. Employees with five (5) or more years of seniority who possess a current EMT-Paramedic certificate shall receive Five Hundred twenty-five Dollars (\$525.00) per month.

*Beginning January 1, 2005, the paramedic incentive of Four Hundred Dollars (\$400.00) will convert to a percentage of the employee's base pay.

- Firefighter's paramedic incentive will calculate at 9.30% of base pay.
- Engineer's paramedic incentive will calculate at 6.75% of base pay.
- Captain's paramedic incentive will calculate at 6.10% of base pay.

Q. Recruit Firefighters shall remain at the recruit firefighter rate of pay until such time as counted in minimum staffing at which time they will be advanced to Step 1, Firefighter salary range.

R. Vehicle maintenance personnel and Fire Prevention Personnel assigned to be on stand-by shall be paid one hundred twenty-five dollars (\$125.00) per week or the daily pro-rate in addition to regular compensation and twelve (12) hours of PTO credit for duty on New Years Day, 4th of July, Thanksgiving Day, and Christmas Day. The normal deduction of eight (8) hours PTO for holidays shall not apply.

S. Employees in the classifications of Master Mechanic, Mechanic and Equipment Service Technician shall have their base compensation supplemented by one hundred twenty-five dollars (\$125.00) per month tool allowance.

T. Paramedics performing Field Training Officer (FTO) duties shall be compensated an additional Two Dollars (\$2.00) per hour for each hour training a Paramedic candidate.

U. Day Incentive:

Each 24 hour shift unit member assigned to a day assignment position for at least thirty (30) consecutive days shall receive a stipend equal to ten percent (10%) of their base monthly compensation; they will be entitled to work call-backs on regularly scheduled days off and partial call-backs (i.e., after 5:00 p.m. and before 8:00 a.m.) unless a need arises to change this practice, as determined by the Chief. The change may only occur

after consultation with the Unit Representative. In addition, they will receive overtime pay calculated on base monthly compensation pay plus the stipend if hours worked are related to the day assignment, but not if related to a shift assignment (e.g., a call-back).

The hourly rate of pay for day assignments will be adjusted based upon the 2080 hour work year. All overtime worked for day assignments will be compensated at the adjusted rate. Call back for suppression shifts while assigned to days shall be compensated at the suppression hourly rate of pay, which is based upon a 2912 hour work year.

ARTICLE 11: OVERTIME PAY

- A. All hours worked which are not during the employee's regularly scheduled hours shall be compensated at the rate of one and one-half (1.5) times the employee's normal rate of pay.
- B. For purposes of Fair Labor Standard Act (FLSA), compensable hours will be considered work hours.
- C. Employees shall be paid at a two (2) hour minimum, at the overtime rate, for each call back received during non-duty hours.
- D. Shift employees who work a fifty-six (56) hour week in consideration of a fixed monthly salary, and who work in excess of two hundred and six (206) hours, but not in excess of two hundred sixteen (216) hours per work period, exclusive of time off, shall be compensated for such statutory overtime by receiving an additional one-half (.5) times their regular hourly rate of pay for each hour worked.
- E. Day shift employees shall not be permitted to have accrued more than one hundred seventy-one (171) hours of CTO at any one time.

**ARTICLE 12: EMT CERTIFICATION AND RECERTIFICATION FOR
SUPPRESSION PERSONNEL**

- A. Persons hired as Firefighter/Paramedics with the Sacramento Metropolitan Fire District, must possess an EMT-Paramedic Certificate and Advanced Cardiac Life Support Certificate and maintain said certificates for a minimum of three (3) years from the date they are assigned on the line. Additionally, employees hired after July 1, 2000, shall as a condition of continued employment possess and maintain an EMT-1 certificate.
- B. In the event an employee is decertified for cause, as a Firefighter/Paramedic, this may constitute grounds for disciplinary action up to and including termination.
- C. The minimum term that all paramedics hired after July 1, 2000, must serve as a condition of employment is three (3) years based upon the criteria set forth below. However, effective July 1, 2001, in the event that the criteria are not met any employee wishing to decertify, having met the maximum obligation of five years as a Paramedic shall be allowed out of the program without regard to the set criteria. The criteria is as follows:
 - 1. Upon completion of serving three (3) years as a Firefighter/Paramedic and an employee desires to voluntarily decertify or remove self from Paramedic duties, the following conditions apply:
 - a. The District identified minimum number of Paramedic Firefighters is 108.
 - b. If a vacant Firefighter position exists, the employee can be assigned to that position when a Firefighter/Paramedic position is back-filled, at the District's discretion. The vacant Firefighter position will be frozen until this is accomplished.
 - c. If a vacant Firefighter position does not exist, the employee has no bumping rights, therefore, upon decertification or removal from Paramedic status, the employee will be subject to disciplinary action as stated above;
 - d. Annually the District will determine the number of Firefighter/Paramedic positions and Firefighter/BLS positions. The District agrees to meet and discuss this process with the Union.
 - e. Any employee decertifying from the program must remain out of the program for at least one year.
 - f. Re-entry into the Paramedic program shall be at the sole discretion of the District.
- D. All personnel possessing an EMT-1A/FS and EMT-Paramedic certifications must do so on their own time and expense, except:
 - 1. The District shall reimburse the employee the cost of the certificate, upon proof of payment, as follows:

EMT-Paramedic Certificate:	State and County Fee
EMT-1A/FS Certificate:	State and County Fee
ACLS Certificate:	\$75.00 maximum
- E. In the event a certification becomes invalid, the incentive payment terminates for applicable certificates.

Example: In order to receive the Paramedic incentive, the person must be EMT-1A/FS certified, possess a valid ACLS and EMT-Paramedic certificate. Should the ACLS certificate become invalid the Paramedic incentive is terminated. This procedure applies to any other required certificate(s).

ARTICLE 13: UNIFORM ALLOWANCE

Employees who are required to wear a uniform shall receive compensation in accordance with the following:

- A. Twenty-Four (24) Hour Shift Uniform Allowance:
Each twenty-four (24) hour shift employee who is required to wear a uniform in the performance of his or her duties shall receive a maximum of five hundred seventy-five dollars (\$575.00) per year. This allowance shall be used for the purchase and maintenance of the daily work uniform.
- B. Day Shift Clothing Allowance:
Each day shift employee shall receive a maximum of six hundred dollars (\$600.00) per year clothing allowance. This allowance shall be used for the purchase and maintenance of the daily work attire.
- C. Payment of Uniform/Clothing Allowance:
 - 1. Eligible employees who are employed for less than a full calendar year shall be paid a uniform allowance on a pro rata basis within thirty (30) days of their employment date.
 - 2. New hire shall not be eligible for reimbursement for the uniform allowance until they have completed their tower (Academy) assignment.
 - 3. Payment for annual uniform allowances shall be paid by the District to eligible employees in January of each year by a separate check.
 - 4. Employees who quit, are granted a leave of absence of thirty (30) days or more, retire, or are terminated shall reimburse the District for the unearned portion of the yearly allowance.
- D. Personal Protective Clothing:
As defined in California Code of Regulations, Title 8, Sub-Chapter 7, General Industrial Safety Orders, shall be provided at no cost to the employee.
- E. Shoulder Patches:
The District shall issue five (5) shoulder patches upon initial employment of uniformed employees, and exchange unserviceable patches as needed. Additional patches may be purchased.

CHAPTER III BENEFIT PLANS

ARTICLE 14: HEALTH PLANS

The District contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the PERS Public Employees Medical and Hospital Care Program. Upon initial employment, eligible employees may enroll in any available medical plan of their choice. Thereafter, employees may change plans only during announced open enrollment periods.

- A. The District contribution for PERS shall be the premium amount for Blue Shield or Kaiser Health Plan, whichever is higher.
- B. In the event of the employee's/retiree's death, his/her dependents health coverage will continue subject to:
 - 1. The general rules of eligibility of the plan.
 - 2. The dependent(s) pay the cost of the plan premiums and all administrative charges of the plan (Employees who remain in the Ranch Cordova Retirement Program).
- C. Effective December 1, 2000, the District shall establish the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Regulations:
 - 1. Out-of-pocket costs for District-sponsored health and dental insurance premiums;
 - 2. Un-reimbursed health care expenses up to the statutory limit per plan year effective each January, and
 - 3. Dependent care reimbursement.
 - 4. Administrative costs shall be paid by the employees participating in FSA.
 - 5. Employees will be informed about the procedures, rules and the forfeiture of funds left unused in FSA.

ARTICLE 15: DENTAL/VISION PLANS

- A. Represented employees may be eligible to enroll in either the District or Union dental plans, based on eligibility requirements of these plans and the benefit provisions applicable to each plan.
 - 1. The District shall, subject to availability, provide full-time employees and dependents with a dental plan.
 - 2. The District will provide up to \$82.37 per month.
- B. The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month.
- C. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- D. Upon retirement, subject to the lawful rules of the insurance provider, a retiree may purchase (for themselves and eligible dependents) the dental and/or vision benefits available to active employees. Premiums shall be paid three (3) months in advance to the District and shall include, if appropriate, any administrative charges levied by the insurance provider.
- E. The escalator shall not exceed ten percent (10%) of the flat rate outlined in item A. 2. and B, of this Article for the plans that are currently offered by SCFPD, ARFPD, and the Union.

ARTICLE 16: RETIREMENT PLANS

During the term of this Agreement, there shall be three (3) active retirement plans for represented employees PERS, SCERS and the Private Retirement Plan.

A. Primary Plan

The primary plan shall be the Public Employees' Retirement System (PERS), Public Safety or Miscellaneous Employees Plan, whereby all bargaining unit employees hired after the adoption of this Agreement, shall be required to participate in the PERS plan applicable to their position. The District shall maintain retirement benefits in accordance with its contract with the Public Employees Retirement System (PERS) for Public Safety and Miscellaneous Employees. The District shall pay to PERS the member's contribution to their PERS Retirement plan not to exceed nine percent (9%) of the employee's salary. Such payments shall be made payable to the member's own PERS account.

B. Secondary Plans

As a result of prior mergers by and between the North Highlands, Citrus Heights and Rancho Cordova Fire Protection Districts, some represented employees shall be entitled to continue their participation in such plan. The District agrees to pay both the District's and employee's contribution to these respective plans for the term of this Agreement.

C. At the employee's option, upon service retirement or disability retirement, the District will compensate up to thirty percent (30%) of the employee's accumulated "A" Bank sick leave. The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within thirty (30) days will result in all unused sick leave being reported to the Public Employees' Retirement System as additional service credit.

The total compensation to be made is that accrued sick leave in the employee's account at the employee's "regular hourly rate" which includes the employee's base salary and educational incentives.

All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the public Employee's Retirement System (PERS) which reads as follows:

Credit-for-unused Sick Leave (Section 20965) Unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit at the rate of 0.004 year of credit for each day (250 days of sick leave for one additional year of service credit).

D. Benefit Levels:

1. Safety shall be three percent (3%) at age fifty (50) and
2. Miscellaneous shall be three percent (3%) at age sixty (60).

The aggregate provisions of the Sacramento County Fire Protection District and the American River Fire Protection District retirement plans will be provided to all employees. (For a listing of said benefits see Appendix B – SCFPD and ARFD PERS Benefits listing.) Should the Sacramento County Retirement System offer a 3% @ 50 benefit at some point in the future, the District and the Union agree to meet and confer.

- E. The District shall, in accordance with PERS procedures, pass the necessary Resolution(s) to treat Employer Paid Member Contributions (EPMC) as PERS reportable compensation for retirement purposes.
- F. The tax/retirement and other consequences, if any, of the above referenced changes are the responsibility of the employee.
- G. The District shall in accordance with Internal Revenue Code Section 414 (H) (2) pass the necessary Resolution(s), which allow for employee paid member contributions to become tax-deferred and therefore counted as part of the employee's base for retirement purposes. The 414 (H) (2) retirement benefit shall be exclusively for the employees in retirement systems other than PERS. Those employees that are members of the Sacramento County Employees Retirement system (SCERS) shall be given an open election period of sixty (60) days to become members of the California Public Employees Retirement System (CalPERS)

ARTICLE 17: SICK LEAVE

Definition

Accrued Sick Leave as used in this article shall be defined as absence from work without loss of pay due to a non-service connected illness or injury to the employee, family member, or birth/adoption of an employee's child. For purposes of this section the term "family member" shall include Spouse, children or any other person domiciled as a member of the employee's household.

A. Accumulation and Use

Full-time employees shall accumulate and may use sick leave at the following rates:

1. Shift personnel shall accumulate sick leave at the rate of 264 hours per calendar year (22 hours per month) and sick leave shall be deducted on an even-hour basis.
2. Day personnel shall accumulate sick leave at a rate of 188.4 per calendar year (15.75 hours per month) and sick leave shall be deducted at an even hour basis.
3. Sick leave shall be accrued and recorded at the end of each month. Sick leave shall be accrued on an unlimited basis.
4. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Vacation accrual, 2. CTO accrual, 3. Requests for donations from District Personnel, 4. An extension of sick leave with the recommendation of the Fire Chief, by the Board of Directors, and based on the employee's service record, 5. Unpaid leave status.
5. An employee who utilizes sick leave due to illness/injury of a family member shall only schedule those hours required until a spouse or other responsible family member is available to oversee care.

B. Reporting

No sick leave will be allowed unless the employee uses due diligence in reporting his/her/family member's illness/injury and contemplated absence per the established policy.

C. Medical Certification

1. Any absence due to non-work related illness/injury in excess of 72 consecutive hours for suppression personnel, and 40 consecutive hours for day personnel shall require a statement from a physician or nurse practitioner that the employee is fit to return to duty.
2. Failure to provide the required medical documentation to the District following the absence and prior to return to duty shall result in the disallowance of that employee's return to duty until he/she produces the required certification, and may result in disciplinary action. Additionally, any, and all time that the employee is off duty as a result of failure to produce the required medical certificate in the time frame prescribed herein shall be deducted from the

employees vacation accrual.

D. PERS Sick Leave Option

Unused Sick Leave benefits may be converted for retirement credit as provided for in Section 20965 of the Public Employee's Retirement Law or the comparable provisions of the County Employees Retirement System as provided for in Article 16 of this Memorandum of Understanding.

E. Annual Sick Leave Buy-Back

Subject to the following conditions, the District shall compensate any requesting employee for accrued sick leave:

1. First, no employee shall be eligible to receive compensation for accrued sick leave unless they have "banked" the required number of hours in their "A" bank.
2. The "A" Bank must contain 900 hours for shift personnel and 643 hours for day shift personnel hired prior to January 1, 1998. The "A" Bank must contain 1500 hours, and for all shift personnel and 1071 hours for all day shift personnel hired after January 1, 1998.
3. Measurement is made each June 30 with notification to the employee no later than July 15.
4. The employee at his/her sole option, must notify the District no later than October 31 of their election to be compensated. The notice shall be in writing.
5. Compensation shall typically occur not later than December 15 and on a separate pay warrant.

F. An employee who has at least the hours set forth in (1) may request compensation as follows:

1. Up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) may be relinquished to the District at one hundred percent (100%) of the employee's base monthly compensation on December 1.
2. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
3. Relinquishment shall be at the employee's sole option.

G. "A" Bank and "B" Bank

If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement.

If an employee elects to sell no hours, all remaining hours shall be placed in the

employee's "A" Bank. Such hours may be used for normal sick leave and may also be sold at retirement pursuant to Article 16 of this Memorandum of Understanding.

ARTICLE 18:**LONG TERM DISABILITY
PLAN**

- A. The District shall provide each employee participating in the Rancho Cordova private retirement plan a paid long term disability benefit plan. This benefit shall be sixty-seven percent (67%) of the eligible employee's basic monthly salary, less deductible benefits of other income, contained in the District's contract with the plan carrier. Specific provisions and conditions of such benefits are contained, and available to applicable employees, in the plan document (Policy and Benefit Booklet).
- B. The District shall continue to provide each miscellaneous employee participating in the PERS retirement plan a paid long term disability benefit plan at least equal to the current plan. Specific provisions and conditions of such benefits are contained in, and available to applicable employees, in the plan document (Policy and Benefit Booklet)

ARTICLE 19: WORK-RELATED DISABILITY BENEFITS

Represented employees who are disabled from performance of their normal duties as a result of a work related injury or illness shall have their wages and benefits provided exclusively through state law pertaining to worker's compensation.

A. Eligibility

Employees become eligible for District paid, automatic coverage on their first day of employment. Eligibility may discontinue or be interrupted by employment separation, lay-off, or any time an employee is on unpaid leave.

B. Benefits

1. Public Safety Employees, as defined by applicable state law, are entitled to a maximum of one (1) year of full pay and employment benefits for disability. If an employee's disability is not "permanent and stationary" at the end of one (1) year, the employee may use PTO/Vacation/Holiday/CTO, or accrued Sick Leave benefits on a coordinated basis with any remaining worker's compensation benefits up to full pay. When this option is used, any benefits from worker's compensation shall be assigned to the District with the leave use charged on a pro rata share. Employment benefits will be maintained for employees while receiving worker's compensation benefits whether or not such benefits are supplemented by other District leave benefits.
2. An employee who is classified as a Miscellaneous (non-public safety) Employee and who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay and benefits for up to three (3) months from the date that injury leave commences should disability continue for that period. If an employee's disability is not permanent and stationary at the end of the three (3) months employee may use PTO/Vacation/Holiday/CTO or accrued Sick Leave benefits on a coordinated basis with any remaining worker's compensation benefits up to full pay. When this option is used, any benefits from worker's compensation shall be assigned to the District with the leave use charged on a pro rata share. Employment benefits will be maintained for such employees while receiving worker's compensation benefits whether or not such benefits are supplemented by other District leave benefits.
3. Miscellaneous Employees shall have their worker's compensation benefits determined by state law based on circumstances related to the nature of their disabling injury or illness. Employees who may be entitled to benefits may discuss their case and lawful benefits with the Public Information Officer at the Worker's Compensation Appeals Board, or the District's Human Resources office.

C. Exhaustion of Other Paid Leaves

Employees who continue to be medically disabled following a discontinuation of worker's compensation benefits, and who subsequently exhaust their available PTO/Vacation/Holiday/CTO and Sick Leave benefits, will henceforth pay the District the entire premium amount for continuation of any insurance benefits, unless the employee is terminated, retired, or their position is no longer available.

D. **District Notice Return to Work Physical:**

Employees absent due to a work-related disability shall keep the District informed of their condition, treatment, improvement, and expected date of return to duty.

- E. When employees are physically able to resume normal duties, they shall be required to provide the District with their treating physician's verification, subject to confirmation by a District paid medical examination.

ARTICLE 20: LIFE INSURANCE

- A. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until employee has completed one (1) year of continuous employment.
- B. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.
- C. The District will provide Survivor's Benefits for each employee that remains in the Rancho Cordova private retirement plan. The amount of said coverage is to be equal to ninety (90) times the employee's monthly salary. The maximum amount of insurance under this section shall be three hundred thousand dollars (\$300,000.00).

ARTICLE 21: EMPLOYEE ASSISTANCE PROGRAM

The District shall make available to employees covered by this Agreement, an Employee Assistance Program. Such program shall be at least equivalent to the program presently in effect for current District employees. Current program is provided by Sutter Health.

**CHAPTER IV
LEAVES AND HOLIDAYS**

ARTICLE 22: LEAVES: GENERAL

- A. The District shall allow twenty-six (26) shift personnel per platoon off duty at the same time for the purposes of vacation and holiday time. No more than sixteen (16) captains and engineers, with a maximum of eight (8) in either rank may be allowed off. No more than ten (10) firefighters may be allowed off. For twenty-seven union specified days per year, not to include the Fourth of July, two (2) additional firefighters shall be allowed off.

- B. All bids after the fourth round will be open to all positions for the twenty-six (26) spots. Vacation taken during the year will also be open to all positions for the twenty-six (26) spots. The union agrees that under extreme circumstances the District reserves the right to cancel all leaves due to emergency conditions.

- C. In the event the District cancels an employee's PTO/Vacation/Holiday, the District guarantees that the employee will not lose canceled time due to any restrictions, and that the employee has one (1) calendar year in which time to take the canceled time. In the event that the canceled PTO/Vacation/Holiday time is not taken that year, the employee shall have first selection for PTO/Vacation/Holiday in the next bid period. The first selection would be to choose the canceled PTO/Vacation/Holiday only.

ARTICLE 23: VACATION/PTO LEAVE

Vacation Leave for Suppression/Shift Personnel

Definition

Vacation Leave is a “suppression” employee benefit program designed to compensate employees for time not worked due to scheduled vacation. For PERS reportability purposes, Suppression personnel assigned to a day shift assignment shall not have their Vacation and/or Holiday Leave banks commingled; however, the leave accounts shall still be subject to the conversion factor as set forth in Article 27. Vacation requests must be submitted 12 hours before the beginning of a shift in which the requested vacation is to be used. Such application shall be made in accordance with District procedures 12 hours before the beginning of the shift.

- A. Accrual of Vacation is on a monthly basis. If an employee is hired at a time other than the first of the month the vacation accrual shall be pro-rated for that month. The vacation accrual shall be in accordance with the following schedule, and is posted to each employee’s account at the end of each pay period.

Months of Service	Shift Personnel
1 to 60	158 hours/year 6.58 shifts/year (13.16 hours/month)
61 to 120	224 hours/year 9.33 shifts/year (18.66 hours/month)
121 to 180	284 hours/year 11.83 shifts/year (23.66 hours/month)
181 to 240	308 hours/year 12.83 shifts/year (25.66 hours/month)
241 or more	330.8 hours/year 13.78 shifts/year (27.56 hours/month)

For employees hired prior to July 1, 2000, the maximum accrual shall be limited to no more than 20 months of accrual time, at which time employee will not accrue/earn additional vacation leave time until employee balance is below the twenty (20) month maximum. For employees hired after to July 1, 2000, the maximum accrual shall be limited to no more than twelve (12) months of accrual time, at which time employee will not accrue/earn additional vacation leave time until employee balance is below the twelve (12) month maximum. In no event shall the District be required to pay any employee

more than the maximum accrual. However, by application to the Fire Chief, an employee's maximum accrual may be waived for other specific conditions.

PTO Leave for Non-Suppression/Day Shift Personnel

Definition

Paid Time Off (PTO) is an employee benefit program designed to compensate Non-Suppression/Day Shift employees for time not worked due to vacation, or holidays. A PTO request must be submitted eight (8) hours in advance to the respective Battalion Chief/Division Chief on a Leave Request Form, and approved by the completion of the last scheduled shift worked prior to the leave commencing, unless waived by the appropriate chief.

- B. Accrual of PTO is on a monthly basis. If an employee is hired at a time other than the first of the month the vacation accrual shall be pro-rated for that month. The PTO accrual shall be in accordance with the following schedule, and is posted to each employee's account at the end of each pay period.

Months of Service	Day Personnel
1 to 60	223 hours/year (18.58 hours/month)
61 to 120	274 hours/year (22.83 hours/month)
121 to 180	285 hours/year (23.75 hours/month)
181 to 240	326 hours/year (27.16 hours/month)
241 or more	352 hours/year (29.33 hours/month)

For employees hired prior to July 1, 2000, the maximum accrual shall be limited to no more than 20 months of accrual time, at which time employee will not accrue/earn additional vacation leave time until employee balance is below the twenty (20) month maximum. For employees hired after to July 1, 2000, the maximum accrual shall be limited to no more than twelve (12) months of accrual time, at which time employee will not accrue/earn additional vacation leave time until employee balance is below the twelve (12) month maximum. In no event shall the District be required to pay any employee more than the maximum accrual. However, by application to the Fire Chief, an employee's maximum accrual may be waived for other specific conditions.

- C. Annual PTO Buy Back

On October 1st, represented, non-suppression/day shift employees may elect to be paid for no more than ninety-six (96) hours, at a rate equal to one hundred percent (100%) of

their base hourly rate, excluding any differential pay, except that no employee may have more than these hours converted to pay in the current fiscal year. Payment will normally be made in the month of November.

D. Vacation Selection Process:

1. Vacation days are to be selected by November 15th of each year and shall be posted by December 1st for the following calendar year. Selections are to be made on a seniority basis using the District Seniority List. Each employee may select one or all shifts he or she is entitled to, so long as this selection is a single consecutive set of shifts. The employee must understand that if only one shift is selected the first time that shall constitute a selection. After each employee has had an opportunity to select once, then the first employee to select shall select again, or if he or she chooses, pass to the next employee. This process shall be limited to six (6) rounds. Additional bids may be submitted to the Battalion Chief for approval. Employees shall not bid more time than will be available in their annual accrual account. The maximum hours that can be bid for shall be limited to one year of accrual of Vacation and Holiday leave. Additionally, first round bids shall not be cancelled with the exception of unforeseen emergencies. Submittal of cancellation requests for consideration shall be made to both the Union Representative and the District's Representative.
2. The District and the Union will be responsible to coordinate the bidding process and provide a completed vacation bid lists no later than November 15th and shall be posted by December 1st of each year.
3. After the Vacation/PTO list is posted, further days may be selected on a first come basis without regard to rank or seniority.
4. Cancellation by an employee of vacation must be submitted per policy at least fifteen (15) calendar days prior to the vacation granted, and posted by the District within five (5) calendar days of receipt of same. The exception to this Section is as stated above in Item 1 regarding first round cancellations.
5. Day personnel: Separate vacation sign-up lists for the following Divisions: Fire Prevention, Training and Equipment Maintenance will begin circulation in November of the year prior to the year in which the vacation is being applied for. All vacation selected in the first round, or the first forty (40) hours selected, whichever is greater, may not be canceled. All other requests for cancellations will not be granted unless five (5) days notice is given on a time off request form. The Fire Chief may waive this cancellation provision for cause.

E. Application of Vacation for Partial Shifts:

All twenty-four (24) hour personnel shall be permitted to use four (4) shifts, ninety-six (96) hours as hourly leave time annually. This time may be taken in segments of not less than six (6) hours or more than twelve (12) hours on a given duty shift. This time must be requested or canceled with a minimum twelve (12) hour notice. There shall be a limit of one (1) hourly leave per person per shift/day.

1. Any vacation leave that ends after 2300 hours shall be for the balance of the shift.

ARTICLE 24: PERSONAL LEAVE

A. Bereavement Leave

Employees shall be eligible for up to five (5) consecutive working days of leave for day shift personnel, and three (3) consecutive 24-hour shifts off, without loss of pay or benefit for the purpose of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. For purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. PTO/Vacation/Holiday/CTO benefits and/or leaves of absence may also be available if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

B. Emergency Leave

Definition

An emergency is an unforeseen circumstance, or its result, requiring the immediate response of an on-duty employee for emergencies arising after the start of shift. Any absence due to an emergency shall only continue for the reasonably required time to adequately respond to the situation. Such leave must be requested of, and granted with pay by the Chief, or his designee, who shall assure that the granting of such leave does not leave the District severely understaffed.

1. Time Allowances

Employees may receive up to a maximum of 72 hours per calendar year for purposes of attending bona fide emergencies. Each incident of emergency leave use exceeding four (4) hours shall have the excess hours charged to vacation. In all cases of emergency leave, the Chief, or his designee, shall have the sole discretion as to what is a reasonable period of time. In no case shall the use of Emergency Leave result in expense to the District. In the event that the leave is taken prior to the beginning of the shift, said leave shall be charged to vacation. The Fire Chief reserves the right to reduce this leave to 48 hours if there are abuses of the system.

ARTICLE 25: JURY DUTY

- A. Employees summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse provided they have requested "telephone standby." Employees summoned for jury service shall request "telephone standby" where available and appropriate, in writing either on the summons questionnaire or by separate letter and forward a copy of the request to Administration.
- B. Employees who are assigned to "telephone standby" by the Jury Commissioner shall notify their supervisor of this fact and report to work as scheduled. The District shall arrange suitable work assignments for employees on telephone standby so that they may be relieved of duty upon receiving notice to report for jury duty.
- C. To receive pay for work time lost, the employee must provide the District with a statement signed by an official of the court, certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- D. **Day Shift Personnel**
If the employee is on jury duty less than four (4) hours, he/she will be required to work the remainder of the day.
- E. **Twenty-four (24) Hour Shift Personnel**
 - 1. Shift personnel serving on jury duty do not need to return to duty at the end of each day they serve. If the jury service ends after the lunch break and they are required to report for further jury service the following day. If the day following the jury service is a weekend, holiday, or the jury is not required, the employee shall return to work.
 - 2. If the employee is required to report for jury duty on the day following his/her assigned duty shift, employee shall be released from duty ten (10) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.
 - 3. The supervisor shall arrange for replacement personnel, as required.

ARTICLE 26: RECOGNIZED HOLIDAYS

- A. All full-time suppression/shift employees, or suppression/shift employees reassigned to days on a limited basis, shall receive as compensation for working on Holidays, an additional 120 hours off with pay. At the employee's option these hours may be paid in twenty-four (24) hour increments on an annual basis at the employee's prevailing rate, or scheduled as annual leave under the terms of Article 23 - Vacation Leave. If a shift employee is hired at other than the first of the year the Holiday pay will be prorated based upon hire date. The District shall observe official holidays in accordance with the following designated holiday schedule. The District's offices may be closed on observed days for designated holidays and non-suppression/day shift employees who would otherwise have worked on such days shall utilize PTO, unless otherwise mutually agreed to by the employee(s) and the Fire Chief or his designated representative. The designated holidays shall be posted annually and shall be as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

- B. Suppression employees reassigned to temporary Day shift assignments shall continue to receive Holiday Leave. Additionally, said employees shall be given the above referenced holidays off, without reduction to their Vacation accounts.
- C. Unless otherwise directed by the Fire Chief based on the essential operational needs of the District, a modified work schedule consisting of routine equipment and station maintenance, apparatus and equipment readiness, public education programs, and emergency work will be in effect on designated holidays.
- D. If an employee's scheduled day off is either Friday, or Monday, during a standard District workweek in which a recognized holiday falls, the following shall apply:
1. If the holiday falls on a Friday, the preceding day shall be recognized; if the holiday falls on a Monday, the following day shall be observed.
 2. If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- E. If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.
- F. This schedule may be deviated from with the approval of the Fire Chief or his designee.

**ARTICLE 27: CONVERSION OF HOURS AND REPORTING OF ACCRUED
TIME OFF BENEFITS**

- A. Conversion From 24 Hour Shift to Day Shift
In order to provide equivalent period of time off regardless of shift schedule, accrued time off (including Vacation, Holiday, and Sick Leave Benefits) for employees who are re-assigned from a twenty-four (24) hour shift to a Day Shift schedule will be reduced (i.e., divided) by a factor of 1.4 which is the fraction between a fifty-six (56) hour week and a forty (40) hour week. Conversion will apply to shift personnel who are assigned to Day Shift for thirty (30) days or more.

- B. Conversion From Day Shift to 24 Hour Shift
In order to provide equivalent periods of time off regardless of shift schedule, accrued time off (including PTO/Vacation, Holiday, and Sick Leave Benefits) for employees who are re-assigned from a Day Shift assignment to a twenty-four (24) hour shift schedule will be increased (i.e., multiplied) by a factor of 1.4, which is the ratio between a fifty-six (56) hour week and a forty (40) hour week.

- C. Reporting Time-Off Benefits
The District shall keep accurate records of the accrual and use of time-off and report leave balances to employees on no less than a monthly basis.

CHAPTER V
HOURS, SCHEDULES, TRANSFERS AND STAFFING

ARTICLE 28: DUTY HOURS AND SCHEDULE

A. Fire Suppression Personnel:

Employees assigned to a twenty-four (24) hour work schedule in fire suppression shall work a fifty-six (56) hour week. The fifty-six (56) hour week shall be scheduled as follows:

XOXOXOOOO

Where: X = consecutive hours on duty
O = consecutive hours off duty

B. Day Shift Personnel Work Schedule:

Day shift personnel shall have the option of working 9/80, 4/10 or other agreed to flex schedule within a fourteen (14) day cycle with the approval of the Fire Chief or his designee. The 9/80 work cycle is four (4) consecutive nine (9) hour days and three (3) consecutive days off, then four (4) nine (9) hour days and one (1) eight (8) hour day in succession with two (2) days off. The cycle then repeats itself. The lunch hour is excluded from counting as hours worked. All other day personnel shall generally work a schedule consisting of 0800 to 1200 and 1300 to 1700, five (5) days per week, except designated holidays, unless otherwise mutually agreed to by the employee(s) and the Fire Chief. Other alternate work schedules may be made available at the sole discretion of the Fire Chief.

C. Shift Personnel Work Schedule:

Shift personnel start their shift at 0800 and continuing for a period of twenty-four (24) hours and end at 0800 the following morning. The basic work schedule shall be from 0800 to 1700 unless department operations and training needs may require schedules other than 0800 to 1700. When a night drill is scheduled, the basic work schedule will be cut back commensurately for those individuals involved in the drill. An hour shall be allowed for lunch which shall be taken as a group meal generally between 1200 and 1300, unless delayed or interrupted by an emergency, work assignment or drill when it will be taken at a convenient time, and a coffee break will be allowed when convenient in the morning and the afternoon.

D. Unless otherwise directed by the Fire Chief based on the essential operational needs of the District, a modified work schedule consisting of all normal duties to include training not previously completed during that shift's work cycle, with the exception of business inspections, shall be in effect on Sunday. Meetings, public educational programs, and an occasional multi-company drill may be scheduled on Sunday.

ARTICLE 29: FILLING NECESSARY SHIFT VACANCIES

A. General Line Staffing

The District agrees that it shall maintain, on a daily basis, a minimum of three (3) persons (one [1] captain, one [1] engineer, and [1] one firefighter) on each **in-service** engine and truck company with the exception of two of the in-service truck companies whose minimum staffing shall be four (4) persons (one [1] captain, one [1] engineer and two [2] firefighters). However, this requirement does not apply to temporary reductions within a twenty-four (24) hour shift, caused by such operational needs as a crew member transporting with an ambulance to the hospital, attending a business meeting, the cross-staffing of auxiliary apparatus such as grass units, participating in special training assignment, or when excused from duty by a chief officer. In the event of staffing above the minimum, priority shall be given to increasing the three (3) person truck companies to four (4). The District agrees that there shall be a minimum of one firefighter and one firefighter paramedic to staff each in service dedicated ALS medic (M59 is excluded from this staffing).

B. Captain Staffing

Captain staffing shall be maintained by placing personnel in Out-of-Class positions from within the station first, if the minimum qualifications are met. No more than one third (1/3) of the on-duty Captains shall be replaced by Out-of-Class Assignment. In no event shall the 1/3 limitation cause callback when there are excess unassigned personnel on current promotional list.

C. Engineer Staffing

Engineer staffing shall be maintained by placing personnel in Out-of-Class positions from within the station first if the minimum qualifications are met. No more than one third (1/3) of the on-duty Engineers shall be replaced by Out-of-Class Assignment. In no event shall the 1/3 limitation cause callback when there are excess unassigned personnel on current promotional list.

D. Firefighter Staffing

Firefighter staffing shall be maintained by utilizing on-duty Firefighters in excess of the minimum numbers established in Section A of this Article. In the event that extra on-duty Firefighters are not available to maintain the minimum per in-service truck or engine company staffing described in Section A of this Article, then off-duty Firefighters on callback shall be utilized.

E. Out-of-Class Assignment(s)

1. When permissible, as defined by the parameters set forth in Sections B and C of this Article, the District shall utilize within the station in the following order: 1) employees off the applicable promotional list; and, 2) for unscheduled leave instances of four hours or less the District shall make Out-of-Class assignments from qualified personnel.
2. The District shall make the Out-of-Class assignments in the following order: 1) in station, 2) in battalion, and 3) in shift.
3. An employee serving in a higher classification shall receive premium pay from

the time he/she commenced the Out-of-Class assignment. The individual so assigned shall be responsible for the duties and assignments of the position he/she fills. Premium pay for out of class assignments shall be as follows:

Out-of-Class premium pay ranges shall be at the step which provides a minimum five percent (5%) salary increase.

F. Filling Shift Vacancies

Unless otherwise provided herein, the District shall observe the following procedures in sequential order when filling vacancies created by leave time taken within each rank. If the Out-of-Class assignment of personnel would necessitate a callback for a lower rank, then the District shall callback at the higher rank, except as provided for within this Article.

1. Out-of-Class assignments from among on-duty personnel, in the order they appear on the applicable promotional list in accordance with Sections B through E of this Article.
2. Voluntary Callback of off-duty personnel shall be by the District's callback system as identified by District policy.
3. Out-of-Class assignments from among on-duty personnel, when available, using personnel in the manner set forth in Section E of this Article, regardless of any restrictions set forth in Sections B, C and F of this Article. At this step, Out-of-Class assignments may be made even if callback occurs at a lower rank as a result.
4. Mandatory Recall by a chief officer, of off-duty personnel of the needed rank, utilizing the roster of Operations-assigned line personnel, in inverse order of seniority by time in-grade. Personnel subject to mandatory recall for duty shall be moved to the bottom of the respective recall list.
5. Mandatory "Hold-Over" of the off-going person for the needed rank in the station with the vacancy. All employees have the obligation to remain at their assignments until properly replaced, unless excused by a chief officer. If more than one person of the needed rank is going off duty from the same station, this mandatory obligation falls upon the person with least seniority, by time in-grade, unless a person with greater seniority volunteers.
6. Vacancies of more than six (6) shifts shall be filled, if possible, by assigning an unassigned person (floater/detail) of the appropriate rank, or on the appropriate upgrade list.

G. Filling Partial Shift Vacancies Caused by District Business

the filling of temporary shift vacancies, as a result of District business (training, office meetings, District business, etc.,) of four (4) hours or less, will be covered utilizing the following criteria provided that minimum staffing levels are on duty:

1. Of those companies whose minimum staffing is four (4) persons the District has

the option to reduce the staffing to three (3) persons for a period of up to four (4) hours during any twenty-four (24) hour shift in meeting its business, operational and emergency needs.

2. Out-of-Class assignments may be made from qualified on-duty personnel upon the approval of the battalion chief (or higher ranking Operations chief).
3. Compensation for Out-of-Class assignments will be at the regular rate provided that the duration of the assignment is a minimum of two (2) hours, at which time compensation for the full assignment will be approved.
4. Should callback be required, it shall be accomplished as set forth above in this Article.

H. Additional Staffing Policies/Procedures

The District reserves the right to develop, publish and utilize other staffing protocols, policies and procedures, as it deems necessary to implement the intent of this agreement under the framework set forth in this Article, after first meeting with the Union as to the content of the document(s).

I. Economic Impact

Should the District determine that the system of staffing described in this Article creates a significant adverse economic impact, the District shall meet and confer with the Union concerning the effect of its intended manner of altering District staffing operations.

ARTICLE 30:

REQUESTS FOR TRANSFER

- A. Open Transfer Period
Contingent upon the District's EMS staffing proposal a within shift, all rank, bid shall be allowed; however, any future open transfer period shall require further negotiation.
- B. Personnel shall bid for assignment on a strict seniority in rank basis as determined by the District's seniority roster. Personnel shall be allowed to bid for apparatus (Engine, Truck, and Medic) within shift. Personnel shall be required to move should apparatus to which they are assigned be relocated to another station. Personnel assigned to medic units shall rotate to a suppression assignment. The District reserves the right to override the bid process for District business needs (equal amount of upgrades on all shifts, in battalion, performance/personnel issues, unanticipated changes, changes in ALS program, etc.).
- C. Station Transfer Process: Open Transfer Period
 - 1. The District shall, prior to the bid, meet with the Union to identify the following:
 - 1) Skills required in order to qualify to bid for each station; 2) The medic toggle, and 3) Anticipated equipment movement/station closures.
 - 2. The District and the Union will be responsible to coordinate conducting the station assignment bid process in a manner that is mutually agreeable to both parties. This process shall be conducted under the parameters set forth in Section A above.
- D. Station Transfer Selection Process: Vacancy
 - 1. With respect to a vacancy caused by retirement, death, removal, resignation, promotion, opening of a new station(s)station closures of sixty (60) days or more, or brown-outs a notice of any such vacancy shall be posted on employee bulletin boards at all stations and work locations at least two (2) weeks before such vacancy shall be regularly filled. Employees qualified for such vacancy may then make a request through the chain-of-command to the chief or his designee to be assigned to such vacancy. Seniority in rank shall be a factor in transfer assignments. The Chief, or his designee, shall advise in writing on the transfer request (form) those employees who had requested but not received the assignment.
 - 2. Subsequent vacancies resulting from an assignment made pursuant to the above shall be filled in the same manner as prescribed above.
 - 3. Employees changing stations via request or bid, forfeit previously scheduled leave bids or requests should the schedule on their new assignment not permit a similar leave availability (i.e., Platoon Change).
 - 4. Once each year an employee may change stations. Said employee shall submit a written request through the chain-of-command to the Chief or his designee requesting a station change, and place his or her assignment open for bid for all employees of like rank to bid on. Said opening shall be posted on employee

bulletin boards at all stations and work locations for thirty (30) days. After said thirty (30) days, the employee of the same rank with the highest seniority shall be reassigned as soon as practicable.

E. Open Transfer Period for Fire Prevention Bureau Staff

1. An open transfer period for Fire Inspector I, Fire Inspector II, and Supervising Inspector will begin as a pilot program on July 1, 2001 which will take effect August 1, 2001 and will be reviewed for continuation annually for the term of this agreement. If the pilot program is continued, the assignment bid for in July of 2001 shall remain in effect until a new bid cycle, which would begin three (3) years from the original bid date. If the pilot program is not continued the assignments would be discontinued when that determination is made. The bid shall be conducted by September 1 of each open transfer period, with the transfer effective November 1.
2. Personnel shall bid for assignment on a seniority in rank basis as determined by the District's seniority roster. Personnel shall be allowed to bid for an inspection area or an assignment within the Fire Prevention Bureau. The District reserves the right to override the bid process for District business needs.
3. With respect to a vacancy caused by retirement, death, removal, resignation, promotion, opening of a new FPB assignment(s), or FPB assignment closures of sixty (60) days or more, or brown-outs a notice of any such vacancy shall be posted on employee bulletin boards at all stations and work locations at least two (2) weeks before such vacancy shall be regularly filled. Employees qualified for such vacancy may then make a request through the chain-of-command to the chief or his designee to be assigned to such vacancy. Seniority in rank shall be a factor in transfer assignments. The Chief, or his designee, shall advise in writing on the transfer request (form) those employees who had requested but not received the assignment
4. Subsequent vacancies resulting from an assignment made pursuant to the above shall be filled in the same manner as prescribed above.
5. Once each year an employee may change area/assignments. Said employee shall submit a written request through the chain-of-command to the Chief or his designee requesting an area/assignment change, and place his or her assignment open for bid for all employees of like rank to bid on. Said opening shall be posted on employee bulletin boards at all stations and work locations for thirty (30) days. After said thirty (30) days, the employee of the same rank with the highest seniority shall be reassigned as soon as practicable.

ARTICLE 31: SHIFT TRADES

- A. Shift employees other than recruit firefighters shall be allowed to trade unlimited hours per month that are mutually arranged and agreed to between the trading employees, which does not obligate the District to additional cost liability (any exception must be authorized by the Battalion Chief).
- B. Firefighters in their probationary period shall be allowed to request shift trades from or provide stand-ins for other Recruit firefighters. The maximum hours allowed shall be twenty-four (24) hours per month.
- C. Other conditions are:
 - 1. The employee shall not work more than 96 consecutive hours without a 12 hour break, except for emergency responses outside of the area.
 - 2. The employee shall request and seek approval for shift trades in advance. Captain shall approve stand-in for Engineer or Firefighter.
 - 3. Neither the District nor the officer shall be held responsible for enforcing any agreement made between employees.
 - 4. In the event an employee fails to meet his/her commitment to shift trade as the result of a verifiable illness or injury, said employee's sick leave accrual shall be charged. If said failure results in a call back, his/her sick leave accrual shall be charged at the rate of time and one-half for the period of his/her absence. In the event an employee is hospitalized, or an outpatient procedure is performed under anesthesia (general, local, spinal), the deduction to his/her sick leave account shall be at the straight-time rate. If the obligation to work a swap is not met as the result of calling in sick, the conditions set forth in ARTICLE 17: SICK LEAVE shall apply. If the commitment to work a trade is broken, as a result of a 4850 injury, within 36 hours of the shift to be worked, there shall be no deduction from the employee's leave bank. In the event that there is no verifiable medical issue that caused the failure to meet the swap obligation, the employee's vacation leave account shall be charged by the rate of time and one-half for the amount of time obligated in the trade. While shift trades are between the parties, failure to meet the obligation involves the District and is a violation of the contract and may therefore subject the employee to progressive discipline. The District, at its' sole discretion, reserves the right to offer the employee the opportunity to work for the District at a predetermined time in the future, so as to mitigate the use of vacation leave. The District will notice the employee of a minimum of three (3) dates in the future. This right does not remove the possibility of progressive discipline for the violation of the MOU.

In the event that an employee fails to meet his/her commitment to shift trade due to bereavement leave, the employee will be excused and will be allowed to fulfill the trade obligation to the District at a predetermined time in the future.
 - 5. The Captain, or Out-of-Class Captain, shall be responsible for meeting all District

requirements pertaining to staffing, adequate staffing for specialized equipment, trained personnel familiar with response areas.

6. The Battalion Chief shall approve shift trade for Captains and employees in Out-of-Class Captain positions. The provisions for notice or maximum hours shall not be changed. Any time owed shall be between the individuals and shall not involve the District.
7. Employees trading with Captain and Engineer classifications must be on the current respective promotional lists. If on the date of swap repay no Captain or Engineer spots are available, the employee will be utilized wherever necessary.

CHAPTER VI
PROBATION, PROMOTION, DISCIPLINE GRIEVANCES

ARTICLE 32: PROBATIONARY PERIODS

A. Length of Probationary Period

To enable the Fire Chief to exercise sound discretion in filling positions within the District, no appointment for employment in any position in the District shall be deemed final until after the expiration of a period of twelve (12) calendar months probationary service. For those employees in suppression classifications, said 12 month probationary period shall commence upon successful completion from the fire recruit academy and being counted toward staffing. Employees promoted in classification shall not be deemed final until after the expiration of a period of six (6) calendar months probationary service, with the Fire Chief's discretion to extend up to an additional six (6) months. However, any probationary period may be extended by the number of shifts/days in excess of three (3) shifts or five (5) days of unscheduled leave, or military leave.

During this probationary period, the Fire Chief may cancel the employment or appointment without right of appeal with respect to the reasons for cancellation.

B. Disposition of Probationer

Continuous service in the position after the expiration of the probationary shall constitute a regular appointment. Any employee demoted during his or her probationary period following a promotional appointment shall be reinstated in the position from which promoted.

ARTICLE 33:

PROMOTIONS

- A. The District agrees to give promotional exams for Captains, Inspector III, Engineer and Inspector II at least every two (2) years. The examinations are to be scheduled in the period of February through April with the Engineer/Inspector II examination given in the even years and the Captain/ Supervising Inspector examination in the odd years.

When promotional vacancies become available reasonable efforts will be made to fill these positions within ninety (90) calendar days.

- B. The announcement of the examination shall be posted in each work location at least thirty (30) days prior to the final filing date. The announcement shall consist of, but not be limited to, the following:

1. Title of position being tested
2. Final filing date
3. Minimum qualifications required
4. Scope of the examination
5. Methods of testing
6. Value placed on the methods of testing
7. Minimum passing score
8. Anticipated life of the list
9. List of reference materials used to compile test, when available.
10. Union will be allowed to have an observer

Additionally, the District shall establish and update, when available, an up-to-date library as a reference source, containing the information necessary to complete the test and the subsequent probationary period.

- C. The successful completion of the testing process will place an employee on a promotional list. The appointing authority shall:

1. Conduct interviews with the top three (3) individuals on the promotional list and select one (1) of the three (3) for appointment. When more than one appointment is to be made, the number of candidates shall be increased to maintain a ratio of one (1) to three (3). Example: Two (2) appointments, would interview four (4) , three (3) appointments would interview five (5).
2. Any candidate not appointed to fill the vacancy shall have the opportunity to discuss their interview and career goals with the personnel officer.
3. There will be a joint labor/management promotional committee in place for promotional postings covered under this labor agreement.

ARTICLE 34: DISCIPLINARY ACTIONS

- A. Supervisory employees at the rank of Battalion Chief and above may initiate disciplinary actions against an employee for cause. Company officers are required to report fully on any infraction of District rules or similar incidents, which might legitimately be the basis for disciplinary action. Counseling of employee with respect to performance deficiencies and similar matters shall not constitute disciplinary action.
- B. Discipline may consist of discharge, demotion, reduction in pay step in class, denial of pay step increase in class, suspension or written reprimand.
- C. Should the District, in its discretion, determine that the conduct of the employee is sufficiently severe to warrant immediate suspension, the District may suspend the employee pending resolution of the notice of proposed disciplinary action. If District suspends the employee without pay, employee will be entitled to reimbursement of lost wages for periods of the suspension that were determined to be inappropriate or excessive discipline.
- D. The illustrations of unacceptable conduct cited below are to provide specific and exemplary reasons for initiating disciplinary action, and to alert employees to the more common types of employment conduct violations. However, because conditions of human conduct are unpredictable, no attempt has been made here to establish a complete list. Should there arise instances of unacceptable conduct not included in the following list, the District may find it necessary and appropriate to initiate disciplinary action in accordance with the policies and procedures contained herein.
 - 1. Fraud
 - 2. Incompetence
 - 3. Inefficiency
 - 4. Inexcusable neglect of duty
 - 5. Insubordination during working hours, or outside of working hours, but related to employment.
 - 6. Dishonesty
 - 7. Intoxication or influence of alcohol or drugs while on duty
 - 8. Manufacture, possession, sale or use of controlled substances.
 - 9. Inexcusable absence without leave.
 - 10. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, conviction, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this Section.
 - 11. Inexcusable discourteous treatment of the public while on duty, or while off duty and identified as an employee of the District, or inexcusable discourteous treatment of other officer or employees of the District while either or both parties is on duty, or while off duty and identified as an employee of the District.
 - 12. Illegal political activity.
 - 13. Willful violation of any of the rules set forth in operating manuals used by the District.
 - 14. Willful disobedience of an order or direction
 - 15. Other failure of good behavior during or outside of duty hours which is of such a

- nature that it causes discredit to the District or his/her employment.
16. Physical altercations
 17. Theft
 18. Willful misrepresentation of the District.
 19. Refusal or inability to perform assigned duties within the scope of the classification assignment which results in performance lower than that which is typically required of a similar employee in a similar position.
 20. Any act or conduct that is discriminatory toward another person's race, color, national origin, sex (including sexual harassment, marital status, or pregnancy condition), religious beliefs.
- E. Notice of any proposed disciplinary action shall be provided to the employee in writing and shall include:
1. A statement of the nature of the proposed disciplinary action
 2. The effective date of the proposed action
 3. A statement of the reasons therefore; and
 4. A statement advising the employee of the time and place at which he/she may respond to the Notice of Proposed Disciplinary Action
- F. In the event the employee who is the subject of the proposed disciplinary action presents evidence which results in the withdrawal of the Notice of Proposed Disciplinary Action, all reference to said Notice shall be removed from the employee's personnel file.
- G. Recommendations for Disciplinary Action shall not be entered in the employee's personnel file except when attached to and made a part of a Counseling Memo or actual Disciplinary Action. Records contained in an individual employee's personnel file shall be removed in accordance with the following schedule:

Disciplinary Actions:

Written Reprimands

After 12 months, and are not subject to arbitration.

Suspensions of one (1) shift may be appealed only to the Board of Directors and are not subject to binding arbitration. Selection of the Appeals Panel shall be as follows: The Local shall select one (1) Board member, the District Administration shall select one (1) Board member, and the two selected Board members shall select the third and final panelist. Upon close of the hearing, oral arguments shall be made and the Appeals Panel shall render its' decision.

Suspensions of two (2) shifts or an equivalent reduction in salary step

After 2 years

Suspensions of more than three (3) shifts or an equivalent reduction in salary step

After 4 years

All other Disciplinary Actions

After 4 years

ARTICLE 35: GRIEVANCE PROCEDURE

A. Definitions:

“Grievance” is a dispute between one or more employees and the Fire District or a complaint by one or more employees or Union, against the District. Such a dispute or complaint must relate to the interpretation, application, or enforcement of this MOU or an action of the District which relates to the benefits or working conditions of the employees of the District. Disciplinary actions taken by the District against an employee are included within the meaning of grievance. The exercise of management prerogatives which relate to the implementation of District policy in effectuating the mission of the District are not included within the meaning of grievance.

“Days” means calendar days exclusive of Saturdays, Sunday, and Holidays.

B. Time Limits:

Grievances not presented within the time limits established for each step of this procedure shall not be considered.

C. Presentation:

An employee and/or the Union representative may present a grievance while on duty, provided such presentations and discussions do not disrupt District operations and are kept to a reasonable minimum.

D. Procedure:

All grievances as defined herein shall be processed in accordance with this procedure. The Union may refuse to represent a grievant and the District may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

STEP 1: Within twenty (20) days of the acts and/or omissions giving rise to the grievance or within twenty (20) days of the time the employee or the Union should reasonably have been aware of said acts and/or omissions, the grievance shall be discussed informally with the officer or officers most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within twenty (20) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.

STEP 2: The grievance may be presented to the District’s Human Resources Manager on the form provided for this purpose and incorporated herein by reference as Appendix A within ten (10) days of the conclusion at Step 1. If the H.R. Manager misses the timeline, the Local has the right to proceed to the next step of the process.

The Human Resources Manager shall conduct such investigation as deemed appropriate and shall issue a written determination within twenty (20) days of the date which the grievance is first presented at Step 2. If the determination is not satisfactory to the grievant, the Union may request that the matter be submitted to binding arbitration.

STEP 3: A request for binding arbitration at Step 3 of this procedure shall be made in writing by the Union to the Human Resources Manager within 15 days of the date of which the grievant received a copy of the written determination at Step 2. An arbitrator may be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator, they shall make a joint request to the Mediation and Conciliation Service of the State of California, for a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin. It shall be understood in disputes involving interpretation of the MOU, that the arbitrator will only interpret this Memorandum of Understanding and will not have the power to add to, delete from, or amend any part of this agreement. The arbitrator's decision shall be final and binding on the District, the Union and the grievant. All fees and costs of the arbitrator and court reporter, if any, will be borne by the losing party. The union has the authority to settle grievances at any step in the process on behalf of members of the bargaining unit.

APPENDIX A. GRIEVANCE FORM

SACRAMENTO METROPOLITAN FIRE DISTRICT

**GRIEVANCE FORM
STEP 2**

TO: Human Resources Manager

FROM:

Statement of grievance and all claims and facts upon which it is based, including dates and time where applicable (Attach extra sheets if needed):

Articles of the Memorandum of Understanding or other District document which pertains to this grievance:

Remedy or correction requested of the District:

Print Employee Name

Employee Number

Employee Signature

Date

CHAPTER VI
MISCELLANEOUS PROVISIONS

ARTICLE 36: EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT

- A. When an employee has been exposed to a suspected contagious disease or hazardous material during the course and scope of employment, the nature and circumstances of such exposure shall be promptly reported through the Company Officer to the Battalion Chief, who after such medical investigation as he deems appropriate, shall advise the shift officer whether the employee will be required to remain off-duty for an appropriate period of quarantine. In the event the employee is required to remain off-duty for these purposes, he/she shall be compensated in accordance with the provisions of Section 4850 of the California Labor Code.
- B. The District will pay the cost of any co-payment incurred by an employee who received baseline screening for AIDS through the employee's primary health care plan, if the baseline screening are available. The District agrees to provide baseline screening for both Hepatitis B and Tuberculosis on an annual basis at District expense.

ARTICLE 37: DRIVER'S EXAMINATION

All employees with a hire date prior to July 1, 2000 shall maintain whatever class license that was in effect prior to July 1, 2000. All employees hired after July 1, 2000 shall possess and maintain, as a condition of continued employment, a California Class B/Firefighter Class B driver's license. The District will pay for the medical examination and off-duty time to take the medical examination, as well as off-duty time and licensing costs associated with required specialized testing. Off-duty time will only be paid when scheduled by the District, or with District's approval. At the District's discretion, this condition of employment may be waived.

ARTICLE 38: SAFETY

- A. The District has established and will maintain an Injury and Illness Prevention Program (IIPP) for the purpose of the prevention of occupational related injuries and illnesses. It is the goal of the District to provide, not only a safe work environment and reduce the number of accidents and illnesses to a minimum, but also to create an atmosphere that promotes safety.
- B. The District has implemented a Central Health and Safety Committee. This committee is a joint labor-management committee, on which the Union shall appoint six (6) seats.
- C. The purpose of the Central Health and Safety Committee is to oversee all occupational health and safety issues and concerns of all District employees and to ensure that each and every employee, as most reasonably possible, is provided a safe and healthful workplace. The committee will meet monthly.
- D. The role of the Central Health and Safety Committee is to monitor the District's Injury and Illness Prevention Program. Responsibilities of the committee are described in the Sacramento Metropolitan Fire District Injury and Illness Prevention Program (IIPP) binder.
- E. The District shall continue to provide for the safety of employees during the hours of their employment. In this regard, the District agrees that it will receive and consider written recommendation with respect to unsafe working conditions from any employee or the Union; and the employees and the Union agree that they will forward their safety recommendations and ideas to the Central Health and Safety Committee and the District.
- F. The District shall take all reasonable and readily available precautions when employee's assigned duties are performed under generally known extraordinarily life endangering conditions not normally associated with fire fighting and fire safety and prevention activities.
- G. To the extent reasonably ascertainable by the District, equipment provided and maintained by the District shall be reasonably safe and adequate for its normal and intended use. Provided, however, that nothing herein is to be construed to mean that the District assumes the liability of any other party, or waives any rights, defenses to liability or cause of action that it may have in law or equity.

ARTICLE 39: SENIORITY

- A. The District shall establish a seniority list of regular status employees of the District, which shall be updated by the District by October 1st of each year, and immediately be posted on the bulletin board of each work site for thirty (30) days.
- B. District seniority shall be based on total unbroken service in the District, as a full-time regular employee. The actual date of hire shall be used for this determination.
- C. In the event two or more persons are hired on the same calendar date, seniority in the District shall be determined in accordance with their respective standing on the entry level hiring list. The employee attaining the highest numerical standing shall be the more senior.
- D. Rank classification seniority will be determined by the effective date of promotion to a rank or position. In cases where more than one employee has been promoted to a rank or position with the same effective date, the employee's seniority in that rank will be determined by his/her position on the promotion list with the employees highest on the list having seniority.
- E. In all cases, employees with the earliest date of employment shall have department seniority over employee with later dates of employment, and in all cases of employees promoted to a rank or position, the employees with the earliest dates of promotion shall have seniority over employees with later dates of promotion to the rank or positions.
- F. Employees of the same rank and/or hire date, for the purpose of blending any existing seniority lists between the districts that comprise the Sacramento Metropolitan Fire District, shall determine seniority by drawing of lots.

ARTICLE 40:

REDUCTIONS IN FORCE AND RECALLS

- A. The Union and the District shall make every reasonable effort to cooperate so as to avoid economic, or other circumstances, which would require a reduction in District staffing. This mutual obligation shall include the obligation to reopen to the meet and confer process any provision of this Memorandum of Understanding which relates to the circumstances which threatened to cause a reduction in force. If during its term the parties hereto should mutually agree to modify, amend or alter the provisions of this agreement in any respect, such changes shall be effective only when reduced to writing and executed by the authorized representatives of the District and the Union. Any such changes validly made shall become part of the Agreement and subject to its terms.
- B. In the event the Board of Directors, in its exclusive judgment, ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized within each job classification. Any lay-off of personnel initiated will be made on the inverse order of seniority as provided in the Fire District Seniority List.
- C. Procedure
 - 1. The Fire Chief shall then designate those employees to be laid off in accordance with the Board's specified number of authorized positions in each job classification and in accordance with the following procedures:
 - 2. Employees shall be laid off in inverse order of seniority by job classification, except that an employee in a higher paying job classification shall have the right to "bump" employees in lower paying job classifications in which the higher paid employee was previously employed. With the exception of sick leave benefits, all employees being laid off who are eligible for leave benefits shall be compensated for those benefits at time of lay-off. Such compensation shall be paid at the employee's current rate of pay.
 - 3. An employee who "bumps" to a lower paying job classification will be placed on the applicable seniority list for that classification according to the employee's prior District service (promotion date) in that rank.
 - 4. Employee(s) cannot "bump" into a lower paying job classification that they were not previously employed and successfully completed probation, unless while during probation in the lower paying job classification the employee was promoted into the higher paying job classification.
 - 5. Employees to be laid off will commence with the highest job classification. Those employees will "bump" and be integrated into the appropriate lower paying job classification prior to any employee being laid off in the lower paying job classification.
 - 6. In the event that an employee "bumps" to lower paying job classification in accordance with the provisions of this Article, his or her salary shall be immediately reduced to the step of the lower salary range which would have

applied had the employee never been promoted to the higher paying position.

7. Prior to an employee being released, said employee may be required to submit to a physical examination with a District paid physician. Said examination shall be based on present District physical standards, taking into consideration employee's age at the time of said examination. If said examination determines an employee to be physically disabled, and impair his or her ability to be recalled, said employee to be physically disabled, and impair his or her ability to be recalled, said employee may apply for disability benefits provided by the District. A disability shall not remove an employee's name from the recall list, unless said employee is determined to be totally disabled. Physical examinations shall be at the District's expense.
 8. When vacancies occur within three (3) years after the date an employee is laid off under this Article, the employee shall be given the opportunity to be rehired or advanced to their former classification provided a vacancy exists in the classification, in accordance with seniority and prior to the employment of any new employee in that classification. Employees will be given a physical examination before being laid off to determine his/her physical condition. Upon being rehired, an employee will be subject to a physical ability examination and must meet the same physical condition as existed upon the date of lay off. The examination will be at the District's expense. If any such reduced or laid-off fails to report for duty within thirty (30) days after the mailing to him or her of a written notice by registered mail to the last know address, he or she shall have lost the right to be rehired or advanced hereunder. Employees being rehired after lay-off shall have those sick leave hours accrued, reinstated. Persons re-employed through use of this provision shall retain all seniority accrued while working and lay-off shall not be considered a break in employment for purposes of vacation accrual rate.
 9. In the event that an employee is advanced from one job classification to another job classification in accordance with the provisions of paragraph 5 above, his or her salary shall revert to the step of the higher range that would have applied had there not been a reduction in job classification as a result of a general layoff.
- D. The District will not hire part-time or grant funded employees to the positions where lay-off have occurred to supplement the loss of the District's permanent work force.

ARTICLE 41: HOUSE FUND

All members of the Bargaining Unit shall be enrolled as members of the House Fund and have a monthly fee for such fund deducted from their payroll. Employees shall hold the District harmless for House Fund provisions.

ARTICLE 42: MILEAGE REIMBURSEMENT

In the event an employee is required to use their personal automobile on District business, including intra-District travel, they shall be reimbursed at the IRS approved rate. Employees are to submit such reimbursement requests at the end of each month in which required travel occurred. The request shall minimally contain the date of travel, travel locations, reasons and mileage for each complete trip.

ARTICLE 43: UNION BULLETIN BOARD

The District shall provide at all work places adequate bulletin boards for the posting of notices that relate to the Union or Union activities. The Union shall maintain the bulletin board in a neat and appropriate manner. Notices which are derogatory in nature or which would be offensive to reasonable persons shall not be posted.

ARTICLE 44: DEFERRED COMPENSATION

The District will maintain a deferred compensation program, which may be accessed by payroll deduction; however, the District will not contribute to any employee's account.

ARTICLE 45: PERSONAL PROPERTY

- A. Employees shall be reimbursed for the repair or replacement of personal property damaged in the course and scope of employment. The option to repair or replace damaged items, and whether replaced property will be returned to the employee, will be at the sole discretion of the District. It is the intent of this policy to provide payment reimbursement for the repair or replacement of an employee's personal property if necessarily worn or carried in the employee's course and scope of employment such as, or related to, watches, eyeglasses, hearing aids, and dental devices.
- B. The policy shall not apply to:
 - 1. Precious or semi-precious gems, metals or settings
 - 2. Vehicles of any type or kind
 - 3. Property in the care and control of another person
 - 4. Money, notes of monetary value, or facsimile
 - 5. Property damage due to negligence, deliberate destruction, carelessness, or ordinary wear and tear
 - 6. Cost incurred for replacement or repair of personal property in excess of one hundred dollars (\$100.00).
- C. Employees applying for repair or replacement of damaged personal property shall be required to report specific circumstances surrounding the incident that resulted in damage to personal property.
- D. The amount reimbursed by the District may not be recovered by any other means.
- E. The provisions of this policy shall not apply if the employee has concealed or misrepresented any material fact or circumstance, or in the case of fraud or false statements by the employee in relation to such claim.

ARTICLE 46: PHYSICAL FITNESS

Voluntary Physical Fitness Program

An hour shall be allowed, normally between 8:00 a.m. and 5:00 p.m. during the 24-hour shift for voluntary participation in a physical fitness program. Those not participating shall continue routine duties at his/her station. Designated clothing as stipulated by the District shall be worn by all participants in physical fitness. Each station Captain or his/her designee shall supervise the activity of this program at his/her station.

The District will continue to evaluate a process to include the Days shift personnel in a voluntary physical fitness program.

ARTICLE 47: EQUITY ADJUSTMENTS

- A. Based upon the commission of a wage and benefit survey it has been determined that the following classifications are subject to equity adjustments for the purposes of recruitment and retention. Said equity adjustments shall be made effective January 1, 2004 and each January 1 for all subsequent years of this agreement. Said equity adjustments shall be an additional four percent (4%) of salary and be considered part of the base salary for each subsequent year. The subsequent years calculations of five percent (5%) salary increase will begin after the previous years salary increase of five percent (5%) and the four percent (4%) equity adjustment are added together.

Example: 2004 calculations for base pay.

2003 FF Step 1

$3700.00 \times 5\% = 3885.00$ $\times 4\% = 4040.00$ (2004 base pay)

4040.00 becomes the new base pay on which all current years incentives and preparations for 2005's calculations will be based.

Example: 2005 calculations for base pay.

2004 FF Step 1

$4040.00 \times 5\% = 4242.00$ $\times 4\% = 4412.00$ (2005 base pay)

4412.00 becomes the new base pay on which all current years incentives and preparations for 2006's calculations will be based.

Example: 2006 calculations for base pay.

2005 FF Step 1

$4412.00 \times 5\% = 4633.00$ $\times 4\% = 4818.00$ (2006 base pay)

CLASSIFICATIONS:

Firefighter

Fire Engineer

Fire Captain

Apprentice Fire Inspector

Fire Inspector II

Supervising Fire Inspector

Fire Investigator I

Fire Investigator II

Supervising Fire Investigator

Hazardous Materials Inspector

- B. If the District contends that it does not possess the ability to pay for negotiated salary increases effective January 1, 2005, and January 1, 2006, it may invoke interest arbitration over the issue no later than ninety (90) days before the effective date of such increases. If the parties do not agree upon the selection of an interest arbitrator within five (5) days of the District's invocation of its' right of interest arbitration, the parties shall request a list of seven (7) arbitrators, experienced in interest arbitration, from the California State Mediation and Conciliation Service from which they shall alternatively strike names, declaring the last named individual as the arbitrator for this dispute.

The interest arbitration hearing shall be heard on an expedited basis, with hearings at night and on weekends if necessary to resolve this dispute prior to the effective date of the negotiated salary increases. The District shall bear the burden of proving by a preponderance of the evidence that it is unable to pay the negotiated salary increases. Evidence of competing budgetary priorities shall not be sufficient for the arbitrator to declare an inability to pay the effective salary increases. The hearing and briefing shall be conducted in an expeditious manner, and the interest arbitrator shall render his/her award within seven (7) days of the receipt of post hearing briefs, if any, filed by the parties.

If the interest arbitrator sustains the District's claim of inability to pay the effective salary increases, the Agreement shall immediately reopen for negotiation of salary increases for the remainder of its' term.

ARTICLE 48: LONGEVITY PAY

- A. Longevity pay incentive for the following classifications shall be paid at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied. Upon twenty (20) years of continuous service there shall be another two percent (2%) of base salary incentive applied. Upon twenty-five (25) years of continuous service there shall be another one and seven-eighths (1.875%) of base salary applied. The entire longevity pay incentive shall not exceed a maximum of seven and seven-eighths percent (7.875%) of base salary for those eligible.

CLASSIFICATIONS:

Firefighter
Fire Engineer
Fire Captain
Apprentice Fire Inspector
Fire Inspector II
Supervising Fire Inspector
Fire Investigator I
Fire Investigator II
Supervising Fire Investigator
Hazardous Materials Inspector

SIGNATURE PAGE

IN WITNESS WHEREOF, the representatives of each party to this Memorandum of Understanding have affixed their signatures to this document on the dates set forth below.

SACRAMENTO METROPOLITAN FIRE DISTRICT

Date

Rick Martinez, Fire Chief

Date

Teresa Means, Deputy Chief

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 522, AFL-CIO

Date

Brian Rice, President, Local 522

Date

Patrick Monahan, Vice President, Local 522

Date

Bill MMcPoil, Employee Representation Services, Inc. (ERS)

Date

Richard Schmiedt, District Director, Local 522

Date

Pat Cook, Director, Local 522